

IN THE UNITED STATES BANKRUPTCY COURT
EASTERN DISTRICT OF MISSOURI

In re) Chapter 11
23ANDME HOLDING, CO., *et al.*,¹) Case No. 25-40976
Debtors.)

)

**TELUS INTERNATIONAL SERVICES LIMITED'S
OBJECTION AND RESERVATION OF RIGHTS TO NOTICE OF
(I) POTENTIAL ASSUMPTION AND ASSIGNMENT OF CERTAIN EXECUTORY
CONTRACTS AND UNEXPIRED LEASES AND (II) PROPOSED CURE AMOUNTS**

Telus International Services Limited ("Telus") submits this objection with respect to the potential assumption and/or assignment of Telus contracts as set forth in the *Notice of (I) Potential Assumption and Assignment of Certain Executory Contracts and Unexpired Leases and (II) Proposed Cure Amounts* ("Notice") [Doc. 591].

1. Prior to the Petition Date, Telus provided the Debtors with access to software, services, and a digital platform facilitating customer service for the Debtors. The Notice sets forth six contracts (collectively, "Telus Contracts"), with a collective cure amount of \$206,288.30 ("Incorrect Cure Amount"):

#	Counterparty Name	Debtor Counterparty	Description of the Contract	Cure Amount
1488	TELUS INTERNATIONAL (U.S.) CORP.	23ANDME, INC.	CHANGE ORDER	
1489	TELUS INTERNATIONAL (U.S.) CORP.	23ANDME, INC.	COVID-19 WORK FROM HOME AGREEMENT DATED: 05/25/2020	\$206,288.30
1490	TELUS INTERNATIONAL (U.S.) CORP.	23ANDME, INC.	CHANGE ORDER #04 DATED: 03/22/2024	
1491	TELUS INTERNATIONAL (U.S.) CORP.	23ANDME, INC.	CHANGE ORDER #3 DATED: 12/05/2022	

¹ A complete list of each of the Debtors in these chapter 11 cases may be obtained on the website of the Debtors' proposed claims and noticing agent at <https://restructuring.ra.kroll.com/23andMe>. The Debtors' service address for purposes of these chapter 11 cases is: 870 Market Street, Room 415, San Francisco, CA 94102.

1492	TELUS INTERNATIONAL (U.S.) CORP.	23ANDME, INC.	AMENDED AND RESTATED STATEMENT OF WORK DATED: 05/25/2018	
1493	TELUS INTERNATIONAL (U.S.) CORP.	23ANDME, INC.	CONTACT CENTER MASTER SERVICES AGREEMENT	

2. As an initial matter, each of the Telus Contracts expired pursuant to its terms *prior to the Petition Date* and, as such, are not subject to assumption and assignment. *See In re Resource Technology Corp.*, 528 F. 3d 467 (7th Cir. 2008) (affirming bankruptcy court decision holding that trustee could not assume terminated or expired contract); *see also Erickson v. Polk*, 921 F.2d 200, 201 (8th Cir. 1990) (finding that lease which terminated prepetition was not property of the estate).

3. Despite the termination of the Telus Contracts, Telus continued to provide its services to the Debtors and submitted invoices to the Debtors for such services. As of the Petition Date, Telus determined that the Debtors owed Telus \$319,662.99 (“**Prepetition Claim**”). Telus has continued to provide services to the Debtors postpetition on the same trade terms that existed between the parties prepetition (*i.e.*, Telus would provide access to its platform and services and invoice the Debtors). As of the date of this objection, the total unpaid amounts owed to Telus are no less than **\$552,144.22** (“**Telus Claim**”).

4. In summary, (i) Debtor cannot assume and assign the Telus Contracts because they expired prepetition, and (ii) Telus asserts the accurate amount of the Telus Claim is no less than \$552,144.22. Telus respectfully objects and requests that the Telus Contracts be struck from the Notice.

RESERVATION OF RIGHTS

Telus reserves all rights under any agreement with the Debtors, including with respect to payment of the Prepetition Claim and any postpetition invoices. Telus further reserves the right to (i) assert any and all administrative expense claims Telus may have in these cases, including but

not limited to claims for postpetition services provided during the bankruptcy case, (ii) contest the purported assumption and assignment of the Telus Contracts, and (iii) amend or assert further claims including through a proof of claim to be filed in the bankruptcy case. Nothing in this objection constitutes a waiver or limitation of Telus's rights and remedies under any agreement with Debtors, the Bankruptcy Code, or applicable law.

For the reasons above, Telus respectfully requests that the Court require that the Debtors amend the Notice to strike the Telus Contracts and grant such other relief as appropriate under the circumstances.

Dated: June 10, 2025.

Respectfully submitted,

/s/ Peter L. Riggs

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CERTIFICATE OF SERVICE

I hereby certify that on this the 10th day of June, 2025, a true and correct copy of the foregoing Objection was served via the Court's Electronic Case Filing (ECF) system on all parties registered to receive notices in this case.

/s/ Peter L. Riggs

Attorneys for Telus International Services Limited